

FILED 10 MAY 18 16:29 USDC-ORP

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF OREGON**

UNITED STATES OF AMERICA

No. CR 10-195 - JO

v.

INDICTMENT

**JOEL ROSABAL and
CHADWICK AMSDEN,**

DEFENDANTS.

**18 U.S.C. § 2
18 U.S.C. § 1341
18 U.S.C. § 1343
18 U.S.C. § 1349
18 U.S.C. § 1957**

NOTICE OF FORFEITURE

INDICTMENT

COUNT 1

**ATTEMPT AND CONSPIRACY
(18 U.S.C. § 1349)**

THE GRAND JURY CHARGES THAT:

INTRODUCTION

At all times material to this Indictment:

1. Crown Point Enterprises dba Lighthouse Financial Group (Lighthouse) was a mortgage brokerage service based principally in Vancouver, Washington with operations in the District of Oregon and elsewhere. Lighthouse brokered various types of financing to potential home buyers who lived in the Portland, Oregon metro area and Southwest Washington. Cash Money Brothers Financial Group, Inc. (CMB) was a Washington corporation and owned and

operated by Lighthouse loan officers and others who worked principally for and were affiliated with Lighthouse.

2. Defendant **JOEL ROSABAL (ROSABAL)**, worked for Lighthouse in the District of Oregon and elsewhere. **ROSABAL** was a principal of CMB.

3. Defendant **CHADWICK AMSDEN (AMSDEN)**, was a real estate loan officer licensed in the state of Oregon. **AMSDEN** worked for Lighthouse in the District of Oregon and elsewhere. **AMSDEN** was a principal of CMB.

4. First Franklin Corporation, Decision One Mortgage, Hyperion Capital, Millennium Funding and Ace Mortgage were at all material times engaged in the business of mortgage lending (collectively "Lending Institutions").

THE CONSPIRACY

5. On or before April 2006 through at least January 2007, in the District of Oregon and elsewhere, defendants **ROSABAL** and **AMSDEN**, conspired and agreed, together with others known and unknown to the Grand Jury to:

- a. Commit mail fraud in violation of Title 18, United States Code, Section 1341; and
- b. Commit wire fraud in violation of Title 18, United States Code, Section 1343.

MANNER AND MEANS OF THE CONSPIRACY

6. The purpose of the conspiracy was to defraud lending institutions by inducing them to lend funds for the purchase of residential properties at an inflated price through the use of materially false representations and omissions, and in doing so, to fraudulently obtain a portion of those funds.

7. It was part of the conspiracy that defendants **ROSABAL** and **AMSDEN**, would solicit customers to Lighthouse to obtain financing for the purchase of residential property. In soliciting customers, **ROSABAL** and **AMSDEN** promised or obtained for borrowers and/or themselves a cash payment, or “kickback,” from the loan proceeds, principally by significantly inflating the purchase price of the residential property.

8. **AMSDEN** and **ROSABAL** used various real estate and other professionals to assist them to carry out their conspiracy, including licensed realtors, home builders, loan officers and tax preparers.

9. It was part of the conspiracy by **AMSDEN** and **ROSABAL** in obtaining financing from lending institutions to purchase residential property by including or causing to include in the residential loan application and related documents to lending institutions:

- a. False statements regarding the intention of the borrower to use the residential property as the borrower’s primary residence;
- b. False statements and verification of rental history and income;
- c. False statements significantly inflating the borrower’s income and/or assets;
- d. Materially inflated sale price for the property, so that a kickback could be remitted to the borrowers of the property and/or to **ROSABAL** and **AMSDEN**; and
- e. False signatures of the borrower or the seller to induce the lending institution to finance the loan.

10. It was part of the conspiracy that in carrying out their scheme, **ROSABAL** and **AMSDEN** would use or cause to be used interstate mail and/or commercial interstate mail carriers and wire, radio or television communication in interstate commerce.

11. It was part of the conspiracy that on or about August 1, 2006 and continuing through at least August 30, 2006, **ROSABAL** and **AMSDEN**, submitted or caused to be submitted to First Franklin Financial Corp., a lending institution, a loan application and related documents on behalf of A.P. and related documents for the purchase of residential property located at 15057 SE Bradford, Clackamas, Oregon (the "Bradford Property"), from **ROSABAL** for a price of \$463,500, which were materially false in the following respects:

- a. The loan application and related documents falsely stated that the borrower, A.P. had a monthly employment income of \$27,000 when in fact **ROSABAL** and **AMSDEN** knew that A.P. only had a monthly income of \$5,000;
- b. The loan application and related documents falsely stated that A.P. intended to purchase the Bradford Property as his primary residence when in fact, **ROSABAL** and **AMSDEN** knew that was not true;
- c. The loan application and related documents failed to disclose that the sales price was inflated in a material respect and that the seller or his designee would be transmitting either directly or indirectly to A.P., \$30,000 as a kickback from the sales price;
- d. The loan application and related documents failed to disclose that A.P. owned six (6) other real properties, worth more than \$3.7 million, which

A.P. had purchased by obtaining financing through **ROSABAL** and **AMSDEN** within the previous two (2) months; and

- e. The loan application and related documents falsely claimed that A.P. received \$1,550 per month in rental income on residential property he owned at 17660 NE Davis in Portland, Oregon (“NE Davis Property”) when in fact, A.P. received \$700 per month in rental income on the NE Davis Property.

12. It was part of the conspiracy that on or about May 8, 2006 and continuing through at least June 20, 2006, **ROSABAL** and **AMSDEN**, submitted or caused to be submitted to Decision One Mortgage, a lending institution, a loan application and related documents for the purchase of a residential property located at 11249 SE Rolling Hills Lane, Portland, Oregon (“the Rolling Hills Property”), for a price of \$675,000, which were materially false in the following respects:

- a. The loan application and related documents falsely stated that the borrower, A.P., had a monthly employment income of \$29,371 when in fact, **ROSABAL** and **AMSDEN** knew that A.P. only had a monthly income of \$5,000;
- b. The loan application and related documents falsely claimed that A.P. received \$2,820 per month in rental income from residential property he owned at 14441 NE Morris Ct in Portland, Oregon (“NE Morris Property”) and \$1,715 per month from residential property he owned at 17660 NE Davis, Portland, Oregon (“NE Davis Property”) when in fact,

A.P. did not receive any rental income from the NE Morris Property and received \$700 per month in rental income on the NE Davis Property;

- c. The sales addendum, settlement statements and related documents stated that \$69,091.53 in loan proceeds was to be distributed to Crown Plumbing for repairs, when in fact, Crown Plumbing did not perform repairs and instead transferred \$65,000 to A.P. after closing of the Rolling Hills Property;
- d. The loan application and related documents failed to disclose that the sales price was inflated in a material respect so that Crown Plumbing could transmit either directly or indirectly to A.P. \$65,000 as a kickback from the sales price.

13. It was part of the conspiracy that on or about August 2, 2006 and continuing through at least October 20, 2006, **ROSABAL** and **AMSDEN** caused a materially false loan application and related documents to be submitted to Hyperion Capital, a lending institution, for the purchase of residential property located at 17953 SE Nature Way, Milwaukie, Oregon ("the First Nature Way Property"), for the price of \$475,000, which were materially false in the following respects:

- a. The loan application and related documents failed to disclose that the sales price was inflated in a material respect so that the borrower would receive \$56,829.05 as a kickback from the sales price;
- b. The loan application and related documents failed to disclose that the sales price was inflated in a material respect so that **AMSDEN** would receive a

kickback of \$15,500 as a “finders fee,” in addition to the loan commission of \$9,800 that he received from Lighthouse after closing;

- c. The purchase agreement did not contain the true signature of the seller and the seller did not know the price of the First Nature Way Property that was submitted to the lending institution.

14. It was part of the conspiracy that on or about October 20, 2006 and continuing through at least November 8, 2006, **ROSABAL** and **AMSDEN** caused a materially false loan application and related documents to be submitted to Millennium Funding, a lending institution, for the purchase of residential property located at 17970 SE Nature Way, Milwaukie, Oregon (“the Second Nature Way Property”), for the price of \$450,000, which were materially false in the following respects:

- a. The loan application and related documents failed to disclose that the sales price was inflated in a material respect so that the borrower would receive \$43,000 of the loan proceeds as a kickback after the Second Nature Way Property closed;
- b. The loan application and related documents failed to disclose to the lending institution and the borrower, that the sales price was inflated in a material respect so that **AMSDEN** and **ROSABAL**, through their business entity Diesel Investments, would receive \$43,545 of the loan proceeds as a kickback after the Second Nature Way Property closed;

- c. The loan application and related documents from Lighthouse show that the loan officer was T. L., when in fact **AMSDEN** was the originating loan officer;
- d. The loan application and related documents stated that the borrower's gross monthly income was \$13,000 when in fact **ROSABAL** and **AMSDEN** knew that it was materially less than that and in any event, no more than \$3,000;
- e. The loan application and related documents state that the borrower intended to use the Second Nature Way Property as his primary residence when in fact **ROSABAL** and **AMSDEN** knew that was not true; and
- f. The loan application and related documents falsely claimed that the borrower received \$1,500 per month in rental income from property he owned at 5324 NE 25th Avenue in Portland, Oregon ("NE 25th Property") when in fact, the borrower did not receive any rental income from the NE 25th Property, which was his primary residence.

15. It was part of the conspiracy that on or about July 28, 2006 and continuing through at least November 8, 2006 **ROSABAL** and **AMSDEN** caused a materially false loan application and related documents to be submitted to Millennium Funding, a lending institution, for the purchase of residential property located at 17962 SE Nature Way, Milwaukie, Oregon (the "Third Nature Way Property"), for the price of \$475,000, which were materially false in the following respects:

- a. The loan application stated that the borrower's gross monthly income was \$10,000 when in fact **ROSABAL** and **AMSDEN** knew that it was materially less than that and in no event more than \$6,000;
- b. The loan application and related documents stated that the borrower intended to use the Third Nature Way Property as his primary residence when in fact, **ROSABAL** and **AMSDEN** knew that was not true;
- c. The loan application and related documents, including a rental agreement not signed or seen by the borrower, falsely claimed that the borrower received \$1,250 per month in rental income from property he owned at 4375 Trapper Drive NE in Salem, Oregon ("Trapper Drive Property") when in fact, the borrower did not receive any rental income from the Trapper Drive Property, did not know who the purported renter was on the rental agreement, and the Trapper Drive Property was his primary residence;
- d. The loan application and related documents failed to disclose that the sales price was inflated in a material respect so that the borrower would receive \$75,000.00 of the loan proceeds as a kickback from the sales price.

16. It was part of the conspiracy that on or about November 3, 2006 and continuing through at least January 31, 2007, **ROSABAL** and **AMSDEN** caused a materially false loan application and related documents to be submitted to Ace Mortgage, a lending institution, for the purchase of residential property located at 17986 SE Nature Way, Milwaukie, Oregon (the

“Fourth Nature Way Property”), for the price of \$475,000, which were materially false in the following respects:

- a. The loan application and related documents failed to disclose that **AMSDEN** was the actual purchaser of the home and that the borrower listed on loan documents was a straw purchaser;
- b. The loan application and related documents stated that the borrower’s gross monthly income was \$8,900 when in fact **ROSABAL** and **AMSDEN** knew that it was materially less than that and in any event, no more than \$3,000;
- c. The loan application and related documents stated that the borrower intended to use the Fourth Nature Way Property as his primary residence when in fact **ROSABAL** and **AMSDEN** knew that was not true;
- d. The loan application and related documents, including a false rental agreement, falsely claimed that the borrower received \$1,950 per month in rental income from property he owned at 10828 SE 78th Court in Portland, Oregon (“SE 78th Property”) when in fact, the borrower did not receive any rental income from the SE 78th Property, he did not know the purported renter of the SE 78th Property and the SE 78th Property was his primary residence;
- e. A verification of rent form submitted to the lender falsely claimed that the borrower paid rental income to D.J. of \$1,200 per month for three (3) years, when in fact the borrower did not rent any property; and

- f. The loan application and related documents failed to disclose that the sales price was inflated in a material respect so that the borrower, **AMSDEN**, would receive \$84,255.50 of the loan proceeds as a kickback after the Fourth Nature Way Property closed.

All in violation of Title 18, United States Code, Section 1349.

**COUNTS 2-3
MAIL FRAUD
(18 U.S.C. §§ 2, 1341)**

1. The grand jury realleges each and every allegation contained in all of the paragraphs of Count 1 of this Indictment, and incorporates them as if fully set forth herein.
2. Beginning in or about April 2006 through at least January 2007, in the District of Oregon and elsewhere, defendants **JOEL ROSABAL (ROSABAL)** and **CHADWICK AMSDEN (AMSDEN)** devised and intended to devise a material scheme and artifice to defraud First Franklin Corporation, Decision One Mortgage, Hyperion Capital, Millennium Funding and Ace Mortgage (collectively "Lending Institutions"), and to obtain money and property from the Lending Institutions by means of false and fraudulent pretenses, representations and promises. The material scheme and artifice to defraud is more particularly set forth in each of the paragraphs in Count 1 of this Indictment.
3. On or about the dates listed below, in the District of Oregon and elsewhere, defendants **ROSABAL** and **AMSDEN**, aided and abetted by each other, for the purpose of executing the aforementioned material scheme and artifice to defraud, and attempting to do so, knowingly caused the following documents to be sent, delivered and moved by United Parcel

Service, an interstate commercial mail carrier, to and from the following locations, each such use of the interstate commercial mail carrier being a separate count of this Indictment:

Count	Date	Place of origin	Destination	Documents	Property
2	8/31/2006	Ticor Title, Clackamas, OR	HSBC, a lending institution in Brandon, Florida	Documents to support the payoff of the seller's (ROSABAL) mortgage	The Bradford Property
3	6/20/2006	Ticor Title, Clackamas, OR	Countrywide, a lending institution in Fort Worth, Texas	Documents to support the payoff of the seller's mortgage	The Rolling Hills Property

All in violation of Title 18, United States Code, Sections 1341 and 2.

**COUNTS 4-15
WIRE FRAUD
(18 U.S.C. §§ 2, 1343)**

1. The grand jury realleges each and every allegation in all of the paragraphs of Count 1 of this Indictment, and incorporates them as if fully set forth herein.
2. Beginning in or about April 2006 through at least January 2007, in the District of Oregon and elsewhere, defendants **JOEL ROSABAL (ROSABAL)** and **CHADWICK AMSDEN (AMSDEN)** devised and intended to devise a material scheme and artifice to defraud First Franklin Corporation, Decision One Mortgage, Hyperion Capital, Millennium Funding and Ace Mortgage (collectively "Lending Institutions"), and to obtain money and property from the Lending Institutions by means of false and fraudulent pretenses, representations and promises. The material scheme and artifice to defraud is more particularly set forth in each of the paragraphs in Count 1 of this Indictment.

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3. On or about the dates listed below, in the District of Oregon and elsewhere, defendants **ROSABAL** and **AMSDEN**, aided and abetted by each other, for the purpose of executing the aforementioned material scheme and artifice to defraud, and attempting to do so, did knowingly transmit and cause to be transmitted in interstate commerce by means of wire communications, signals, and sounds, that is, wire transfers of money across state lines, as set forth below, each such use of the wire being a separate count of this Indictment:

Count	Date	Interstate Wire	Property Associated With Wire
4	8/30/2006	\$375,287.32 - Wire transfer from First Franklin in Indianapolis, Indiana to Stewart Title (US Bank), Clackamas, Oregon	The Bradford Property
5	8/30/2006	\$92,402.33 - Wire transfer from First Franklin in Indianapolis, Indiana to Stewart Title (US Bank), Clackamas, Oregon	The Bradford Property
6	6/20/2006	\$543,172.90 - Wire Transfer from Decision One Bank, Charlotte, North Carolina to Ticor Title (US Bank), Portland, Oregon	The Rolling Hills Property
7	6/20/2006	\$134,257.85 - Wire Transfer from Decision One Bank, Charlotte, North Carolina to Ticor Title (US Bank), Clackamas, Oregon	The Rolling Hills Property
8	10/20/2006	\$382,357.37 - Wire transfer from Washington Mutual, Stockton, California to Pacific NW Title (US Bank), Portland, Oregon	The First Nature Way Property
9	10/20/2006	\$94,532.92 - Wire transfer from Washington Mutual, Stockton, California to Pacific NW Title (US Bank), Portland, Oregon	The First Nature Way Property

10	11/8/2006	\$361,298.91 - Wire transfer from First Collateral Services, Concord, California to Pacific NW Title (US Bank), Portland, Oregon	The Second Nature Way Property
11	11/8/2006	\$89,310.46 - Wire transfer from First Collateral Services, Concord, California to Pacific NW Title (US Bank), Portland, Oregon	The Second Nature Way Property
12	11/8/2006	\$381,390.48 - Wire transfer from First Collateral Services, Concord, California to Pacific NW Title (US Bank), Portland, Oregon	The Third Nature Way Property
13	11/8/2006	\$94,295.05 - Wire transfer from First Collateral Services, Concord, California to Pacific NW Title (US Bank), Portland, Oregon	The Third Nature Way Property
14	1/31/2007	\$379,500.51 - Wire transfer from First Indiana Bank, Indianapolis, Indiana to Lawyers Title (Wells Fargo), Portland, Oregon	The Fourth Nature Way Property
15	1/31/2007	\$94,971.63 - Wire transfer from First Indiana Bank, Indianapolis, Indiana to Lawyers Title (Wells Fargo), Portland, Oregon	The Fourth Nature Way Property

All in violation of Title 18, United States Code, Sections 1343 and 2.

COUNT 16
THE BRADFORD PROPERTY
PROHIBITED MONETARY TRANSACTION - MONEY LAUNDERING
(18 U.S.C. §§ 2, 1957)

1. The grand jury realleges each and every allegation in all of the paragraphs of Counts 1, 2, 4 and 5 of this Indictment, and incorporates them as if fully set forth herein.

2. On or about August 31, 2006, in the District of Oregon, **JOEL ROSABAL (ROSABAL) and CHADWICK AMSDEN (AMSDEN)**, did knowingly engage in and attempt to engage in a monetary transaction by, through or to a financial institution, affecting interstate commerce, with criminally derived property of a value greater than \$10,000, in that \$92,015.18 was wired from an account belonging to ^{Edward MK} Ticor Title at U.S. Bank to **ROSABAL's** account at Washington Mutual, such property having been derived from a specified unlawful activity, that is mail and wire fraud, as alleged in Counts 2, 4-5 of this Indictment, all in violation of Title 18, United States Code, Sections 1957 and 2.

COUNT 17
THE ROLLING HILLS PROPERTY
PROHIBITED MONETARY TRANSACTION - MONEY LAUNDERING
(18 U.S.C. §§ 2, 1957)

1. The grand jury realleges each and every allegation in all of the paragraphs of Counts 1, 3 6 and 7 of this Indictment, and incorporates them as if fully set forth herein.

2. On June 20, 2006, in the District of Oregon, **JOEL ROSABAL (ROSABAL) and CHADWICK AMSDEN (AMSDEN)**, did knowingly engage in and attempt to engage in a monetary transaction by, through or to a financial institution, affecting interstate commerce, with criminally derived property of a value greater than \$10,000, in that a check was issued from Ticor Title's account at U.S. Bank, in Oregon, to Crown Plumbing purportedly for repairs, such property having been derived from a specified unlawful activity, that is mail and wire fraud, as alleged in Counts 3, 6-7, all in violation of Title 18 United States Code Sections 1957 and 2.

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COUNT 18
THE FIRST NATURE WAY PROPERTY
PROHIBITED MONETARY TRANSACTION - MONEY LAUNDERING
(18 U.S.C. §§ 2, 1957)

1. The grand jury realleges each and every allegation in all of the paragraphs of Counts 1, 8 and 9 of this Indictment, and incorporates them as if fully set forth herein.

2. On or about, October 20, 2006, in the District of Oregon, **JOEL ROSABAL (ROSABAL) and CHADWICK AMSDEN (AMSDEN)** did knowingly engage in and attempt to engage in a monetary transaction through, by or to a financial institution, affecting interstate commerce, with criminally derived property of a value greater than \$10,000, in that a check was issued in the amount of \$118,612.40 from Pacific NW Title's account at U.S. Bank in Portland, Oregon, to the seller B.M. for the net proceeds of the sale of the First Nature Way Property, such property having been derived from specified unlawful activity, that is wire fraud, as described in Counts 8-9, all in violation of Title 18 United States Code Sections 1957 and 2.

COUNT 19
THE SECOND NATURE WAY PROPERTY
PROHIBITED MONETARY TRANSACTION - MONEY LAUNDERING
(18 U.S.C. §§ 2, 1957)

1. The grand jury realleges each and every allegation in all of the paragraphs of Counts 1, 10 and 11 of this Indictment, and incorporates them as if fully set forth herein.

2. On or about, November 8, 2006, in the District of Oregon, **JOEL ROSABAL (ROSABAL) and CHADWICK AMSDEN (AMSDEN)**, did knowingly engage in and attempt to engage in a monetary transaction to, through or by a financial institution, affecting interstate commerce, with criminally derived property of a value greater than \$10,000, in that a check for \$157,564.90 from Pacific NW Title's account at U.S. Bank in the District of Oregon, was issued

to Homes with Style for the net proceeds of the sale of the Second Nature Way Property, such property having been derived from specified unlawful activity, that is wire fraud, as described in Counts 10 - 11, all in violation of Title 18 United States Code Sections 1957 and 2.

COUNT 20
THE THIRD NATURE WAY PROPERTY
PROHIBITED MONETARY TRANSACTION - MONEY LAUNDERING
(18 U.S.C. §§ 2, 1957)

1. The grand jury realleges each and every allegation in all of the paragraphs of Counts 1, 12 and 13 of this Indictment, and incorporates them as if fully set forth herein.

2. On or about, November 8, 2006 in the District of Oregon, **JOEL ROSABAL (ROSABAL) and CHADWICK AMSDEN (AMSDEN)**, did knowingly engage in and attempt to engage in a monetary transaction to, through or by a financial institution, affecting interstate commerce, with criminally derived property of a value greater than \$10,000, in that a check from Pacific NW Title's account at U.S. Bank in the District of Oregon was issued to Homes With Style for the net proceeds of sale of the Third Nature Way Property for \$177,716.47. The principal of Homes With Style, J.H., thereafter used \$75,000 of those proceeds to purchase a cashier's check to pay a kickback to the borrower, all such property having been derived from specified unlawful activity, that is wire fraud, as described in Counts 12-13, all in violation of Title 18 United States Code Sections 1957 and 2.

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COUNT 21
THE FOURTH NATURE WAY PROPERTY
PROHIBITED MONETARY TRANSACTION - MONEY LAUNDERING
(18 U.S.C. §§ 2, 1957)

1. The grand jury realleges each and every allegation in all of the paragraphs of Counts 1, 14 and 15 of this Indictment, and incorporates them as if fully set forth herein.
2. On or about, January 31, 2007, in the District of Oregon, **JOEL ROSABAL (ROSABAL) and CHADWICK AMSDEN (AMSDEN)**, did knowingly engage in and attempt to engage in a monetary transaction by, through or to a financial transaction, affecting interstate commerce, with criminally derived property of a value greater than \$10,000, in that a check for \$128,971.50 from Lawyers Title's account at Wells Fargo in the District of Oregon was issued to the seller for the net proceeds of the sale of the Fourth Nature Way Property, such property having been derived from specified unlawful activity, that is wire fraud, as described in Counts 14-15, all in violation of Title 18 United States Code Sections 1957 and 2.

FORFEITURE ALLEGATION
(18 U.S.C. §§ 1341, 1343 proceeds)

1. The grand jury realleges each and every allegation in all of the paragraphs of Count 1 through 15 of this Indictment, and incorporates them as if fully set forth herein.
2. Upon conviction of one or more offenses alleged Counts 2-15 of this Indictment, **JOEL ROSABAL (ROSABAL) and CHADWICK AMSDEN (AMSDEN)** shall forfeit to the United States pursuant to 18 U.S.C. § 981 (a)(1)(c) and (D), and 28 U.S.C. § 2461(c) any property constituting or derived from proceeds obtained directly or indirectly as a result of the said violations(s), including but not limited to, a sum of money representing the amount of

proceeds obtained as a result of the offenses of mail fraud, 18 U.S.C. § 1341, and wire fraud, 18 U.S.C. § 1343, as alleged in the above listed Counts.

3. If any of the above-described forfeitable property, as a result of any act of omission of the defendant(s):

- a. Cannot be located upon the exercise of due diligence;
- b. Has been transferred or sold to, or deposited with, a third party;
- c. Has been placed beyond the jurisdiction of the court;
- d. Has been substantially diminished in value; or
- e. Has been commingled with other property which cannot be divided without difficulty;

It is the intent of the United States, pursuant to 21 U.S.C. § 853(p) as incorporated by 18 U.S.C. § 982(b), to seek forfeiture of any other property of **ROSABAL** and **AMSDEN** up to the value of the forfeitable property described above.

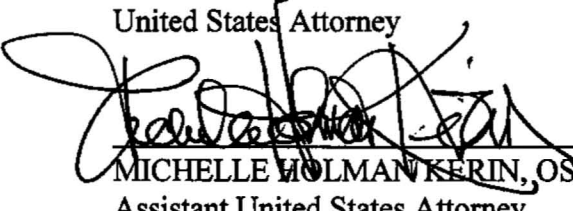
DATED this 18 day of May, 2010.

A TRUE BILL.

OFFICIATING FOREPERSON

Presented by:

DWIGHT C. HOLTON
United States Attorney



MICHELLE HOLMAN KERIN, OSB#965278
Assistant United States Attorney